

I-6

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 19 May 2004

Division: Growth Management

Bulk Item: Yes X No

Department: Marine Resources

AGENDA ITEM WORDING:

Approval to extend the timeframe for the Contract between the County and Keith and Schnars to provide governmental services on projects relating to Everglades Restoration.

ITEM BACKGROUND:

The firm of Keith and Schnars has been under contract with the County for a little over a year to provide governmental services pertaining to Everglades restoration issues. The Contract provides a not to exceed amount of \$55,000. Funding remains in the Contract and there are upcoming issues concerning the Everglades that the County should have involvement in. The Contract expired in February. Staff recommends extending the Contract termination date one year from this Commission meeting date. At this time no additional funds are allocated to the Contract

PREVIOUS RELEVANT BOCC ACTION:

September 18, 2002 – Sounding Board item

February 19, 2003 – Approval of Contract

CONTRACT/AGREEMENT CHANGES:

Time extension

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$55,000

BUDGETED: Yes No X

COST TO COUNTY: \$55,000

SOURCE OF FUNDS: Fund 148

REVENUE PRODUCING: Yes No X AMOUNT Per Month Year

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: Timothy McGarr
Timothy McGarr, Director of Growth Management

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM NO.: I-6

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Keith & Schnars Contract # Amendment
 Effective Date: 5/19/04
 Expiration Date: 5/19/05

Contract Purpose/Description:
Government Services concerning Everglades Restoration Issues involving or related to the Florida Keys

Contract Manager: Garrett 2507 Marine Resources / 11
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 5/19/05 Agenda Deadline: 5/04/05

CONTRACT COSTS

Total Dollar Value of Contract: \$ 55,000 Current Year Portion: \$ 15,000
 Budgeted? Yes ☒ No ☐ Account Codes: Fund 148- 51000 - - -
 Grant: \$ 0
 County Match: \$ 55,000

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ NA/yr For: NA
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5/12/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>K. Muley, Conway</u>	<u>5/12/04</u>
Risk Management	<u>5/6/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Graham</u>	<u>5/6/04</u>
O.M.B./Purchasing	<u>5/6/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sharon Fagella</u>	<u>5/6/04</u>
County Attorney	<u>5/7/04</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>Eric Ryle</u>	<u>5-7-04</u>
Comments: <u>see handwritten note.</u>				

CONTRACT FOR GOVERNMENT SERVICES ON PROJECTS RELATING TO EVERGLADES RESTORATION

THIS CONTRACT Amendment is entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the County, and Keith and Schnars, PA, 6500 North Andrews Avenue, Ft. Lauderdale, Florida 33309, hereafter CONSULTANT.

Section 1. Section 4 of the Contract is amended as follows:

In consideration of all services provided by the CONSULTANT, the total payment to the CONSULTANT will not exceed \$50,000 plus reimbursable expenses without amendment to this CONTRACT. Reimbursable expenses shall include airfare, hotels, and auto rentals, not to exceed an additional \$5,000. Without revision or extension, this Contract will terminate on May 19, 2005.

Section 2. The effective date of this Contract Amendment is May 19, 2004.

IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

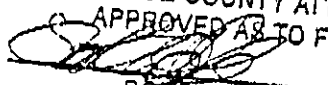
(SEAL)

Attest:

KEITH & SCHNARS
6500 NORTH ANDREWS AVENUE
FT. LAUDERDALE, FLORIDA 33309

By _____
Title _____

By _____
Title _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

ROBERT N. WOLFE
CHIEF ASSISTANT COUNTY ATTORNEY
Date 5-12-04

CONTRACT FOR GOVERNMENT SERVICES ON PROJECTS RELATING TO EVERGLADES RESTORATION

THIS CONTRACT is entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the County, and Keith and Schnars, PA, 6500 North Andrews Avenue, Ft. Lauderdale, Florida 33309, hereafter CONSULTANT.

Section 1. The purpose of this CONTRACT is to ensure that the COUNTY'S interests are represented more fully with the various Federal, State, and County agencies involved in the implementation of the Comprehensive Everglades Restoration Plan (CERP)

1. The CONSULTANT will provide:

- A. representation and coordination with the Army Corps of Engineers Jacksonville District, South Atlantic Division, and Headquarters as it relates to the (CERP) and other Corps activities that affect the County;
- B. representation and coordination with the Environmental Protection Agency's Regional and Headquarters Offices and other Federal agencies as it relates to CERP and other activities that affect the County;

- C. representation and coordination with the Office of the Assistant Secretary of the Army for Civil Works as it relates to CERP and other Corps activities that affect the County;
- D. representation and coordination with the Congress as it relates to CERP and other activities that affect the County;
- E. representation and coordination with the State of Florida, including the Department of Environmental Protection, Department of Community Affairs and the South Florida Water Management District (SFWMD), as it relates to CERP and other activities that affect the County;
- F. representation and coordination with other Counties as it relates to CERP and other activities that affect the County; and
- G. representation and coordination with the South Florida Ecosystem Restoration Task Force, its Working Group, and the SFWMD's Water Resources Advisory Commission.

Section 2. In consideration of the services described above, the CONSULTANT agrees to:

1. provide monthly reports of all of its activities documenting the content and implication of all meetings attended on behalf of the County during the previous quarter. Said monthly reports will be for 4 consecutive quarters. Said monthly reports will be provided to the County through its contract

manager listed below and the County Administrator and shall be accompanied by an invoice documenting the service provided by the CONSULTANT and the appropriate payment amount.

2. Attend two County Commission meetings at approximately 6 months and one year to personally update the Board on work to date.

Section 3. Upon receipt of an invoice for any individual month or sum of months and corresponding monthly report(s) the County agrees to pay an amount of \$4,000 per month per monthly report. Payment will be based on a complete review and approval of the monthly report by the Project Manager. In the two months that the CONSULTANT updates to the Board, the CONSULTANT may invoice an additional \$1,000. The County will process invoices from CONSULTANT within 30 days of receipt.

Section 4. In consideration of all services provided by the CONSULTANT, the total payment to the CONSULTANT will not exceed \$50,000 plus reimbursable expenses without amendment to this CONTRACT. Reimbursable expenses shall include airfare, hotels, and auto rentals, not to exceed an additional \$5,000. Without revision or extension, this Contract will terminate one year after the date that both parties sign the CONTRACT.

Section 5. Either party may terminate this Contract because of the failure of the other party to perform its obligations under the Contract. If the County

terminates this Contract because of the CONSULTANT's failure to perform, then the County must pay the CONSULTANT the amount due for all work satisfactorily completed as determined by the County up to the date of the CONSULTANT's failure to perform but minus any damages the County suffered as a result of the CONSULTANT's failure to perform. The damage amount must be reduced by the amount saved by the County as a result of the Contract termination. If the amount owed the CONSULTANT by the County is not enough to compensate the County, then the CONSULTANT is liable for any additional amount necessary to adequately compensate the County up to the amount of the Contract price.

Section 6. The CONSULTANT acknowledges and agrees that public use of any or all reports or other printed materials, videos, audio recordings, films and photographs produced as part of monthly activities and reports may not be restricted under the copyright laws of the United States of America.

Section 7. Records of the CONSULTANT's direct personnel payroll and other costs and expenses pertaining to the Plan and records of the accounts between the County and the CONSULTANT must be kept on a generally recognized accounting basis and must be available to the County. The records also must be in form sufficient to permit a grant specific audit to be performed in

accordance with the rules of the Auditor General. The CONSULTANT must keep the records for five years following the completion of the Plan.

Section 8. The CONSULTANT acknowledges that all records, data, and documents created as part of the Plan are public records under Chapter 119, Florida Statutes. As a result, they must be made available at a reasonable place and time upon the request of a member of the public. Failure to do so is a breach of this Contract entitling the County to treat the Contract as terminated on the date of the violation of Chapter 119, Florida Statutes, with the County's obligation to pay extending only to work completed as of that date plus amounts previously retained, if any.

Section 9. In the course of carrying out work under this CONTRACT, the CONSULTANT may not discriminate against any employee because of race, age, creed, color, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action may include, but need not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The CONSULTANT must insert language similar to this Section in any of the

CONSULTANT's subcontracts, if any, funded through this Contract except for subcontracts for standard commercial supplies and raw materials.

Section 10. In carrying out work under this CONTRACT, the CONSULTANT must comply with the requirements of the Americans With Disabilities Act and federal regulations issued under that Act.

Section 11. The CONSULTANT warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the County, in its discretion, may terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage gift, or consideration paid to the former County officer or employee.

Section 12. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a contractor, supplier, subcontractor, or CONSULTANT under contract with any public entity, and

may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 13. The CONSULTANT agrees to maintain adequate insurance or equivalent as provided in Exhibit A.

Section 14. All communication between the parties should be through the following individuals, the County Administrator, or their designees:

Monroe County

George Garrett, Director
Department of Marine Resources
2798 Overseas Highway, Suite 420
Marathon, FL 33050

Consultant

Michael Davis, Vice President
Keith and Schnars, PA
6500 North Andrews Avenue
Ft. Lauderdale, Florida 33309

Section 15. This Contract is governed by the laws of the State of Florida. Venue for litigation arising under this contract must be in a court of competent jurisdiction located in Monroe County, Florida.

Section 16. The effective date of this Contract is upon signature of all parties.

THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

Section I. IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By Isabel C. De Santis
Deputy Clerk

By W. J. M. Spelman
Mayor/Chairman

Date 03-19-03

(SEAL)
Attest:

KEITH AND SCHNARS, PA

By _____
Title _____

By Michael J. Dan
Title Vice President

Date _____

[Signature]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
ATTORNEY'S OFFICE



EXHIBIT A

Insurance Requirements

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person

\$300,000 per Occurrence

\$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person
\$500,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**PROFESSIONAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____
BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$250,000 per Occurrence/\$500,000 Aggregate

PRO1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
8/12/03

PRODUCER

SEITLIN

954-938-8788

6700 N ANDREWS AVENUE #300
FT LAUDERDALE, FL 33309

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A TRAVELERS INDEMNITY

COMPANY B ZENITH INS CO OF ILLINOIS

COMPANY C

COMPANY D

INSURED

Keith and Schnars, P.A.
6500 N. Andrews Ave
Ft. Lauderdale FL 33309

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	630193X5294	8/14/03	8/14/04	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 300000 MED EXP (Any one person) \$ 5000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	810290K8594	8/14/03	8/14/04	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CUP290K8601	8/14/03	8/14/04	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	Z049068101	12/01/02	12/01/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500000 EL DISEASE - POLICY LIMIT \$ 500000 EL DISEASE - EA EMPLOYEE \$ 500000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE:EVERGLADES RESTORATION PROJECT.

CERTIFICATE HOLDER

MONROE COUNTY BOARD OD COUNTY COMMISSIONERS
2798 OVERSEAS HWY #400
MARATHON FL 33050

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

M. St. John

Description of Operations/Locations/Vehicles/Special Items

CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT W/ RESPECT TO THE OPERATIONS PERFORMED BY THE INSURED.

FORM CG D2 52 01 03
FORM CA T3 01 02 99

KEITH & SCHNARS, P.A.

Keith Schners, Jr.

POLICY NUMBER: P-810-290K8594-TIL-02

COMMERCIAL AUTO
ISSUE DATE: 08-23-02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

Person or Organization

ANY PERSON OR ORGANIZATION WITH
WHOM YOU HAVE AGREED IN A WRITTEN

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

Address

CONTRACT, EXECUTED PRIOR TO LOSS,
TO NAME AS AN ADDITIONAL INSURED



CA T3 01 02 99

SAME FORM ON REAR
Ann Cook 7/29/03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL GENERAL LIABILITY - CONTRACTORS COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured.
2. The insurance provided to the additional insured is limited as follows:
 - a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III - LIMITS OF INSURANCE.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
 - c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard".
 - d) This insurance does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope or limits of insurance in this policy exceed those of such other insurance or whether such other insurance is valid or collectable.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
5. As a condition of coverage, each additional insured must:
 - a.) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".
 - b.) Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit," and otherwise comply with policy conditions.
 - c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured

COMMERCIAL GENERAL LIABILITY

qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested

that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

- d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.